

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No. P00001		3. Effective Date 1999AUG30		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B KATHLEEN LANNAN (309) 782-6444 ROCK ISLAND IL 61299-7630 EMAIL: LANNANK@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) DCMC BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		Code S2206A	
				SCD A PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SACO DEFENSE CORPORATION 291 NORTH STREET SACO ME 04072-0890 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE20-99-C-0052	
				<input type="checkbox"/>		10B. Dated (See Item 13) 1999JUN03	
Code 26978		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: definitization of contract					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) JERRY YOWELL YOWELLJ@RIA.ARMY.MIL (309) 782-6736	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-99-C-0052 MOD/AMD P00001</p>	<p align="center">Page 2 of 9</p>
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Name of Offeror or Contractor: SACO DEFENSE CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS TO DEFINITIZE THE LETTER CONTRACT AWARDED 12 MAY 99.

2. THE FOLLOWING CONDITIONS APPLY:

A. BARRELS TO BE SUPPLIED THROUGH OCTOBER 1999 SHALL BE PRODUCED IN ACCORDANCE WITH THE CONFIGURATION IN CONTRACT DAAE20-97-C0161. BEGINNING IN NOVEMBER 1999 OR EARLIER BARRELS SHALL MEET THE CONFIGURATION IN THIS CONTRACT OTHER THAN THE NEW RIFLING PROFILE.

SECTION C - DRAWINGS/SPECIFICATIONS IS CHANGED TO READ TDPL 12524520 WITH REVISIONS IN EFFECT AS OF 11/02/98 PLUS THE FOLLOWING ECPS AND RFDS: G4S3037/G4S3072/G5S4015/G6S4053/F4S7086/G5S7028/G5S7029 AND G6S4038 AS NOTED BELOW:

G6S4038: NEW RIFLING PROFILE DEPICTED IN THIS ECP SHALL NOT BE INCORPORATED AT THIS TIME. INSTEAD, THE CONTRACTOR SHALL PRODUCE 3 BARRELS IN ACCORDANCE WITH THE NEW RIFLING PROFILE FOR GOVERNMENT IPI TEST. THESE THREE BARRELS SHALL BE SUPPLIED BY JANUARY 30, 2000. IN THE EVENT THE ARMY ELECTS TO INCORPORATE THE NEW RIFLING CONFIGURATION, THE GOVERNMENT WILL SEND OFFICIAL NOTIFICATION TO THE CONTRACTOR. THE CONTRACTOR WILL PHASE IN PRODUCTION OF THE NEW CONFIGURATION WITHIN 5 MONTHS AFTER NOTIFICATION TO PROCEED.

ALSO, NEGOTIATIONS ARE BASED ON THE ASSUMPTION THAT APPROVAL WILL BE GIVEN FOR A RFD FOR A CHROME HARDNESS RANGE OF 730-1200 KNOOP IN LIEU OF 730-1000 KNOOP SPECIFIED IN CHROME SPECIFICATION 12524501 REV C.

3. DELIVERY SCHEDULE IN SECTION B, SUPPLIES/SERVICES IS REVISED TO ADJUST FOR DELIVERY TO BEGIN IN JUL 1999 AND IS AUTHORIZED TO PROCEED AT 10/MONTH + OR - 5 UNITS TO THE CUMULATIVE SCHEDULE. UNITS SHALL BE SHIPPED IN PLACE (FOLLOWING DD250 ACCEPTANCE) PENDING DELIVERY INSTRUCTIONS FROM THE CONTRACTING OFFICER.

4. THE FOLLOWING ARE THE NEGOTIATED QUANTITIES AND PRICES FOR BOTH THE BASIC AND OPTION YEARS:

ORDERER PERIOD	BASIC QTY	150% OPTION	BASIC U/P	OPTION U/P
1	132	194	\$5,246.49	\$4,989.37
2	120	180	\$5,597.59	\$5,597.59
3	133	200	\$5,597.59	\$5,597.59
4	160	240	\$5,597.59	\$5,597.59
5	134	201	\$5,597.59	\$5,597.59

IN THE EVENT THAT ANY ONE OF THE BASIC QUANTITIES IS NOT AWARDED BY THE SPECIFIED MAY 12 DATE OF EACH OPTION YEAR, THE CONTRACT SHALL BE LAPSED AND REMAINING OPTIONS MAY BE NOT BE EXERCISED UNLESS OTHERWISE AGREED BY BOTH PARTIES.

5. CLAUSE IA6716 - SENSITIVE ARMS AND MUNITIONS IS HEREBY INCORPORATED AS AN ATTACHMENT.

6. CONTRACTOR IS AUTHORIZED TO USE 8D NAILS IN LIEU OF 7D NAILS.

7. THE REQUIREMENT FOR VCI PAPER IN THE BORE OF THE BARREL IS DELETED PROVIDING CHROME PLATING THICKNESS EXCEEDS .0015 INCHES.

8. SOLICITATION DAAE20-99-R-0064 IS HEREBY REFERENCED AND A PART OF THIS CONTRACT.

9. FOB POINT OF CHANGED FROM DESTINATION TO ORIGIN.

10. CONTRACTOR'S NAME IS TO BE CHANGED TO SACO DEFENSE CORP.

11. CONTRACTOR IS AUTHORIZED RENT FREE USE OF GOVERNMENT OWNED EQUIPMENT UNDER CONTRACT DAAA09-94-E-0003 THAT IS APPLICABLE TO PERFORMANCE OF THIS CONTRACT.

12. 145 ROUNDS OF GOVERNMENT FURNISHED AMMUNITION, M846 25MM HPT CARTRIDGE, NSN: 1305-01-094-5295 IS AUTHORIZED FOR USE ON ORDERING PERIOD 1, BASIC QTY. THIS INCLUDES ONE ROUND PER BARREL + 10%.

13. CLAUSE H-1 PROGRESS PAYMENT LIMITATION IS HERE BY DELETED.

14. CLAUSE E-4 PERFORMANCE VERIFICATION TESTING (GOVERNMENT FACILITY), SUBPARAGRAPH (F), DELETE THE SECOND SENTENCE AND ADD THE FOLLOWING: THE CONTRACTOR SHALL PERFORM A FAILURE ANALYSIS IN COORDINATION WITH THE GOVERNMENT TO DETERMINE THE CAUSE OF FAILURE. IN THE EVENT THE FAILURE IS DETERMINED TO HAVE BEEN CAUSED BY A NON-CONFORMANCE, THE CONTRACTOR SHALL TAKE IMMEDIATE CORRECTIVE ACTION, BOT TO CORRECT THE DEFICIENCY/NONCONFORMANCE AND TO PREVENT RECURRENCE OF SUCH DEFICIENCY/NONCONFORMANCE.

15. DESTRUCTIVE TESTING WILL BE LIMITED TO THE FOLLOWING: YEAR 1: 6 BARRELS TOTAL FOR IPI/COMPARISON TEST. ANY ADDITIONAL DESTRUCTIVE TEST UNITS SHALL BE PAID FOR BY THE GOVERNMENT AT A PRICE TO BE NEGOTIATED.

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Name of Offeror or Contractor: SACO DEFENSE CORPORATION		

16. THE AGREED UPON COST CONCESSION FOR RFWS SHALL BE \$100/BBL FOR ANY EXTERNAL NON-CONFORMANCES AND \$400/BBL FOR ANY INTERNAL NON-CONFORMANCES. THIS PROVISION DOES NOT OBLIGE THE GOVERNMENT TO APPROVE ANY OR ALL RFWS WHICH MIGHT BE SUBMITTED.

17. THE FOLLOWING IS HEREBY INCORPORATED AS CLARIFICATION FOR WHEN AN IPI TEST IS CONTRACTUALLY REQUIRED:

AN IPI SHALL BE PERFORMED CONSISTING OF, "FIRST PIECE INSPECTION", OF THREE (3) UNITS TAKEN FROM THE INITIAL PRODUCTION LOT. AN INSPECTION OF ALL DIMENSIONS MUST BE ACCOMPLISHED AND DOCUMENTED WITH ACUTAL MEASUREMENT (CHECK MARK WILL NOT BE ACCEPTED UNLESS A CALIBRATED GAGE IS USED, AND THE CHECK MARK INDICATES COMPLIANCE WITH THIS MEASUREMENT). ALL REQUIRED CERTIFICATIONS SHALL BE OBTAINED WHICH VERIFY COMPLIANCE TO THE REQUIRMENTS. ALL REQUIRED TESTING MUST BE PERFORMED. REVIEW AND APPROVAL OF THE REUIRED DATA MUST BE COORDINATED WITH THE ON-SITE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR). A LETTER/E-MAIL WILL THEN BE FORWARDED TO THE ARDEC POC, MS. MARLYS KLINDT (KLINTM@RIA.ARMY.MIL), ARDEC, ATTN: AMSTA-AR-QAW-C/MS. MARLYS KLINDT, ROCK ISLAND, IL 61299, WITH A COPY FURNISHED TO THE TACOM PCO, AMSTA-LC-CSC-B/KATHY LANNAN, WITH A CONCURRENCE LINE FOR THE DCMC QAR ONCE THE IPI HAS SATISFACTORILY BEEN COMPLETED. THIS LETTER/EMAIL WILL ALSO IDENTIFY SERIAL NUMBERS OF THE PARTS INSPECTED. AN ADDITIONAL IPI SHALL BE PERFORMED WHEN 1) CHANGES ARE MADE TO THE TECHNICAL DATA, 2) CHANGES WHICH MAY IMPACT FORM, FIT & FUNCTION ARE MADE IN PRODUCTION PROCESSES AND/OR TYPE OF MATERIAL, OR 3) CHANGES ARE MADE TO VENDORS OF CRITICAL ITEMS/PROCESSES, AS DETERMINED BY THE GOVERNMENT. WHEN EITHER CONDITION 1), 2), 3) ABOVE OCCURS, THE CONTRACT SHALL NOTIFY U.S. ARMY TACOM, QUALITY EVALUATION DIVISION SO THAT INSTRUCTIONS FOR THE SUBMISSION, INSPECTION AND NOTIFICATION OF THE RESULTS CAN BE MADE. COSTS FOR IPI INSPECTION, RESULTING FROM TECHNICAL DATA CHANGES WILL BE BORNE BY THE GOVERNMENT. COSTS FOR IPI INSPECTION RESULTING FROM PRODCTION PROCESS CHANGE, MATERIAL SUBSTITUTION OR VENDOR CHANGE SHALL BE BORNE BY THE CONTRACTOR. ALL HARDWARE AND/OR FIRING TEST COSTS SHALL BE BORNE BY THE GOVERNMENT.

*** END OF NARRATIVE A002 ***

Name of Offeror or Contractor: SACO DEFENSE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<div><div><div>PRODUCTION QUANTITY</div><div>129</div><div>EA</div><div>\$ 5,246.49000</div><div>NOT TO EXCEED</div><div>\$ 676,797.21</div><div>\$ 393,750.00</div></div><div><div>NSN: 1005-01-433-8405</div><div>NOUN: 25 MM CHROME GUN BARRELS</div><div>FSCM: 19008</div><div>PART NR: 12524520</div><div>SECURITY CLASS: Unclassified</div><div>PRON: 729081GU72PRON AMD: 02ACRN: AA</div><div>AMS CD: 311028</div><div>QUANTITY FOR CLIN 0001AA, DOC RL CD 001,</div><div>DEL REL CD 0002 HAS THREE BARRELS THAT</div><div>ARE FOR IPI TESTING. THESE BARRELS ARE</div><div>TO BE PAID AT THE U/P \$5,246.49.</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div><div>001</div><div>W80KTY9113D002</div><div>W8007A</div><div>M</div><div>1</div><div>PROJ CD</div><div>BRK BLK PT</div><div>GBB</div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div><div>001</div><div>20</div><div>31-JUL-1999</div><div>002</div><div>13</div><div>31-AUG-1999</div><div>003</div><div>10</div><div>30-SEP-1999</div><div>004</div><div>10</div><div>31-OCT-1999</div><div>005</div><div>10</div><div>30-NOV-1999</div><div>006</div><div>10</div><div>31-DEC-1999</div><div>007</div><div>10</div><div>31-JAN-2000</div><div>008</div><div>10</div><div>28-FEB-2000</div><div>009</div><div>10</div><div>31-MAR-2000</div><div>010</div><div>10</div><div>30-APR-2000</div><div>011</div><div>10</div><div>31-MAY-2000</div><div>012</div><div>6</div><div>30-JUN-2000</div><div>013</div><div>DELETED</div><div>FOB POINT: Origin</div><div>SHIP TO: PARCEL POST ADDRESS</div><div>(W8007A) SPECIAL PROJECT OFFICE BRX ACCT</div></div></div></div>				

Name of Offeror or Contractor: SACO DEFENSE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<div>RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000</div> <div>QUALITY VERIFICATION</div> <div>NSN: 1005-01-433-8405 NOUN: DIFFERENT RIFLING ECP SECURITY CLASS: Unclassified PRON: 729102OD72 PRON AMD: 02 ACRN: AB AMS CD: 311028</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY9208D001 Y00000 M 1 PROJ CD BRK BLK PT GGB DEL REL CD QUANTITY DEL DATE 001 3 31-JAN-2000</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</div>	3	EA	\$ 5,246.49000	\$ 15,739.47

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Name of Offeror or Contractor: SACO DEFENSE CORPORATION			

SECTION E - INSPECTION AND ACCEPTANCE

	Status	Regulatory Cite	Title	Date
E-1	ADDED	52.246-4532 TACOM-RI	DESTRUCTIVE TESTING	MAY/1994

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

Name of Offeror or Contractor: SACO DEFENSE CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
0001AA	729081GU72	AA	2	\$	393,750.00	\$	283,047.21	\$ 676,797.21
	311028		9ZGBA3					
0002AA	729102OD72	AB	2	\$	0.00	\$	15,739.47	\$ 15,739.47
	311028		9ZGBOD					
					NET CHANGE	\$	298,786.68	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION			STATION		AMOUNT
Army	AA	21 92033000095R5R03P31102831FA	S20113		W56HZV	\$	283,047.21
Army	AB	21 92033000095R5R03P31102831E9	S20113		W56HZV	\$	15,739.47
						NET CHANGE	\$ 298,786.68

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	393,750.00	\$	298,786.68	\$	692,536.68

SECTION I - CONTRACT CLAUSES

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	CHANGED	252.223-7007 DFARS	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	FEB/1996

- (a) Definition.
- ''Arms, ammunition, and explosives (AA&E),'' as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:
- | <u>NOMENCLATURE</u> | <u>NATIONAL STOCK NUMBER</u> | <u>SENSITIVITY/CATEGORY</u> |
|---------------------|------------------------------|-----------------------------|
| CHROME BARREL ASSY | 1005-01-433-8405 | IV |
| 25MM HPT CARTRIDGE | 1305-01-094-5295 | IV |
- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100-76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

End of Clause

(IA6716)

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	SOLICITATION DAAE20-99-R-0064		032	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	CDRL DD FORM 1423	06-MAY-99	003	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CDRL		001	
Attachment 005	LIST OF ADDRESSES		001	
Attachment 006	HAZARDOUS COMPONENT SAFETY DATA STATMENT	16-APR-84	002	
Attachment 007	ACCOUNTABILITY INSTRUCTIONS		002	
Attachment 008	Reserved on MOD P00001			
Attachment 009	Reserved on MOD P00001			
Attachment 010	Reserved on MOD P00001			
Attachment 011	Reserved on MOD P00001			
Attachment 012	IA6716 SENSITIVE ARMS AND MUNITIONS		001	
Exhibit A	DATA ITEM DESCRIPTION - A001 - A004	04-MAY-99	021	